

**RECEIVED**  
 Superior Court of California,  
 County of Kern  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF KERN**

MICHAEL GOLDBERG, on behalf of the  
 State of California and all Aggrieved  
 Employees and Class Members,

Plaintiff,

v.

GENERAL PRODUCTION SERVICE OF  
 CALIFORNIA, INC., a California  
 Corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: BCV-24-102628

Hon.: T. Mark Smith  
 Dept. T-2

~~[PROPOSED]~~ ORDER GRANTING MOTION  
 FOR FINAL APPROVAL OF CLASS ACTION  
 SETTLEMENT AND REQUEST FOR  
 ATTORNEY'S FEES AND COSTS, AND  
 JUDGMENT THEREON

Date: October 30, 2025  
 Time: 8:30 a.m.  
 Dept. T-2

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of  
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument  
3 on the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,  
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement"),  
7 attached as Exhibit 1 to the Brandon Brouillette in support of Plaintiff's Motion for Preliminary  
8 Approval of Class Action Settlement, filed on or about May 6, 2025, is the product of arms-length  
9 negotiations between the parties and the terms of the Settlement Agreement are fair, reasonable,  
10 adequate, and in the best interests of the Settlement Class. The Settlement Agreement therefore is  
11 finally approved, and its terms incorporated herein. The Court orders the parties to the Settlement  
12 Agreement to perform forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its May  
14 29, 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil  
15 Procedure Section 382 for purposes of settlement only. The Class includes all individuals who are  
16 or previously were employed by Defendant General Production Services of California, Inc.  
17 ("GPS" or "Defendant") in California and classified as non-exempt employees at any time during  
18 the Class Period of March 8, 2022, through April 27, 2025.

19 4. The Court adjudges all Participating Class Members, on behalf of themselves and  
20 their respective former and present representatives, agents, attorneys, heirs, administrators,  
21 successors, and assigns, release the Released Parties (as defined in the Settlement Agreement)  
22 from all any and all claims, liabilities, demands, obligations, penalties, costs, expenses, attorney's  
23 fees, damages, action or causes of action of whatever kind or nature, whether known or unknown,  
24 contingent or accrued, that are alleged or that reasonably could have been alleged based on the  
25 facts alleged in the Complaint filed August 6, 2024, including but not limited to claims for (a)  
26 minimum wage violations, (b) overtime wage violations, (c) meal break violations, (d) rest break  
27 violations, (e) wage statement violations, (f) failure to timely pay wages at termination, (g) failure  
28 to reimburse business expenses, (h) unfair business practices, and (i) civil penalties under the

1 Private Attorneys General Act, California Business and Professions Code 17200, and all  
2 applicable Wage Orders, including claims for violations of Labor Code Sections 98, 201, 202,  
3 203, 218, 218.5, 221, 222, 223, 224, 226, 226.7, 510, 511, 512, 558, 1174, 1194, 1194.2, 1197,  
4 1198, 1199, 2802, California Business and Professions Code section 17200, California Code of  
5 Regulations, Title 8, Section 3395, and all other applicable Wage Order(s). Except as expressly  
6 set forth in this Agreement, Participating Class Members do not release any other claims,  
7 including claims for vested benefits, wrongful termination, violation of the Fair Employment and  
8 Housing Act, unemployment insurance, disability, social security, workers' compensation, or  
9 claims based on facts occurring outside the Class Period.

10 5. The Court further adjudges that all Aggrieved Employees are deemed to release,  
11 on behalf of themselves and their respective former and present representatives, agents, attorneys,  
12 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA  
13 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the  
14 Operative Complaint and/or the PAGA Notices, which occurred during the PAGA Period,  
15 including claims for violations of Labor Code Sections 201, 202, 203, 204, 208, 210, 212, 216,  
16 218.5, 221, 222, 223, 225.5, 226, 226.6, 226.7, 227.3, 233, 234 245, 246, 247, 247.5, 248, 248.6,  
17 256, 432, 432.5, 432.6, 432.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2 1197, 1197.1,  
18 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2699.5 2802, 2804, 2810.5, California Code of  
19 Regulations, Title 8, Section 3395, and all other applicable Wage Order(s). The Released PAGA  
20 Claims do not include underlying wage and hour claims, claims for wrongful termination,  
21 discrimination, unemployment insurance, disability and worker's compensation, and claims  
22 outside of the PAGA Period

23 6. Two individuals – Jorge Antonio Lopez and Robert Anthony Sabala-Lopez –  
24 submitted a timely and valid Request for Exclusion. These individuals therefore are excluded  
25 from the Class and are not bound by the Settlement Agreement or this Order and Judgment, except  
26 as to the release of claims under PAGA.

27 7. Under the Settlement Agreement, Defendant promises to pay the Gross Settlement  
28 Amount of \$650,000.00, and the Settlement Administrator is ordered to distribute to the

1 Participating Settlement Class Members and to the Aggrieved Employees their respective  
2 settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed  
3 checks that remain after the check void date shall be forwarded to the California State Controller's  
4 Unclaimed Property Fund. No funds shall revert to Defendant.

5 8. The Court further orders that the Class Members be provided with notice of this  
6 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a  
7 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

8 9. The Court approves an award of attorney's fees to Class Counsel in the amount of  
9 \$216,666.66, and an award of costs and expenses in the amount of \$12,885.43. Such amounts  
10 shall be paid as provided in the Settlement Agreement.

11 10. The Court approves a service payment to plaintiff and Class Representative  
12 Michael Goldberg in the amount of \$10,000.00, and the Settlement Administrator is ordered to  
13 make such payment consistent with the terms of the Settlement Agreement.

14 11. The Settlement Agreement provides the Settlement Administrator, Phoenix  
15 Settlement Administrator, shall be paid from the Gross Settlement Amount for its services in  
16 administering the Settlement. As set forth in the Declaration of Lluvia Islas, the Settlement  
17 Administrator is owed \$13,500.00 for services rendered and to be rendered in administering the  
18 settlement. The Court therefore orders that Phoenix Settlement Administrators be paid the amount  
19 of \$13,500.00 from the Gross Settlement Amount consistent with the terms of the Class  
20 Settlement Agreement.

21 12. The Court approves PAGA penalties in the amount of \$40,000, to be paid from the  
22 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying  
23 PAGA. \$30,000 of this amount will be paid to the LWDA as the state's share of the civil penalties,  
24 and the remainder of \$10,000 will be distributed to the Aggrieved Employees consistent with the  
25 terms of the Settlement Agreement.

26 13. The Court hereby schedules a ~~non-appearance~~ compliance review hearing for  
27 October 29, 2026, at 8:30 a.m., in Department T-2 of the Kern County Superior Court. The Parties  
28

1 are ordered to file a joint compliance report no later than ten (10) Court days prior to the  
2 compliance hearing.

3 14. Under California Rule of Court 3.769(h), without affecting the finality of this  
4 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and  
5 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final  
6 judgment contemplated becomes effective and each and every act agreed to be performed by the  
7 parties has been performed under the terms of the Settlement Agreement; (2) any other action  
8 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the  
9 enforcement, construction, and interpretation of the Settlement Agreement.

10 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is  
11 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.  
12 This Order is not a finding of the validity or invalidity of any claims in this action or a  
13 determination of any wrongdoing by any party. The final approval of the parties' settlement will  
14 not constitute any opinion, position or determination of this Court as to the merits of the claims  
15 or defenses of any party.

16 16. Judgment is hereby entered as follows: Plaintiff Michael Goldberg and the  
17 Participating Class Members, consisting of all individuals who are or previously were employed  
18 by Defendant GPS in California and classified as non-exempt employees at any time during the  
19 Class Period of March 8, 2022, through April 27, 2025, and who have not otherwise opted out,  
20 shall take nothing from GPS, except as set forth in the Settlement Agreement.

21 17. The Court shall retain jurisdiction over the parties to interpret, implement and  
22 enforce this Judgment.

23 **IT IS SO ORDERED AND ADJUDGED.**

24  
25 Dated: October 30, 2025

26   
27 Judge of the Superior Court  
28 T. Mark Smith  
Judicial Officer